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INTERSTATE COMMERCE COMMISSION

**CERTIFICATE**

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Seventh Supplemental Indenture dated April 15, 1956 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson  
Notary Public, State of Wisconsin  
My Commission expires March 19, 1995  
Telephone: (414) 221-2235

(SEAL)

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[CONFORMED COPY WITH  
RECORDING DATA]

18035

DEC 10 1992 11 22 AM  
INTERSTATE COMMERCE COMMISSION

WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

**Seventh Supplemental Indenture**

DATED APRIL 15, 1956

First Mortgage Bonds,  
3 $\frac{7}{8}$ % Series due 1986

**WISCONSIN ELECTRIC POWER COMPANY**  
**Seventh Supplemental Indenture Dated April 15, 1956**

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**SUPPLEMENTAL INDENTURE**, dated the fifteenth day of April, Nineteen hundred and fifty-six (1956) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946 and May 1, 1952 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952 and May 1, 1954, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2⅝% Series due 1976 (herein called the "Bonds of 1976 Series"), which are described in the Supplemental Indenture dated June 1, 1946 (hereinafter called the "Supplemental Indenture of June 1, 1946"), all of which are outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds,  $2\frac{7}{8}\%$  Series due 1979 (herein called the "Bonds of 1979 Series"), which are described in the Supplemental Indenture dated March 1, 1949 (hereinafter called the "Supplemental Indenture of March 1, 1949"), all of which are outstanding at the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds,  $2\frac{3}{4}\%$  Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, all of which are outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, all of which are outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds,  $3\frac{1}{8}\%$  Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, all of which are outstanding at the date of execution hereof;

and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds,  $3\frac{7}{8}\%$  Series due 1986" (hereinafter called the "Bonds of 1986 Series"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the

Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add to the covenants and agreements of the Company contained in the Original Indenture other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin Trust Company, as Trustee, and to its



successors in trust under the Indenture forever, all and singular the following described properties (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof)— that is to say:

#### FIRST.

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

#### JEFFERSON COUNTY

1. *Hubbleton Substation*: That part of the N  $\frac{1}{2}$  of Section 7, Township 8 north, Range 14 east, described as follows: Beginning at the intersection of the north line of said Section 7 with the center line of C.T.H. G, also known as the public road leading from Lake Mills to Hubbleton, which point of beginning is also the northwest corner of the NE  $\frac{1}{4}$  of said section; running thence east along said north section line 229.48 feet to a point; thence south 150.00 feet to a point; thence west 351.32 feet to a point in the center line of said C.T.H. G; thence North  $39^{\circ} 05'$  East along said center line of C.T.H. G 193.24 feet to the place of beginning; subject to C.T.H. G.

2. *Waterloo Switching Station*: That part of the NW  $\frac{1}{4}$  of Section 17, Township 8 north, Range 13 east, described as follows: Beginning at the northwest corner of said Section 17; running thence North  $88^{\circ} 30'$  East along the north line of said section a distance of 290.50 feet to a point; thence south 150.00 feet to a point; thence South  $88^{\circ} 30'$  West a distance of 290.50 feet to a point in the west line of said section; thence north along said west section line 150.00 feet to the place of beginning; subject to a highway along the west side of said parcel of land.

3. *Watertown Operating Headquarters*: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5, and the west one-half of vacated Chenango Street lying east of and abutting said Lots 1, 4, 5, 8 and 9, all in Pritchard's Addition to Watertown (also

known as A. L. Pritchard's First Addition to the City of Watertown and also known as Pritchard's Addition to the City of Watertown), a subdivision situated in the N  $\frac{1}{2}$  of Section 9, Township 8 north, Range 15 east, City of Watertown.

#### KENOSHA COUNTY

4. *Bristol Substation:* That part of the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 18, Township 1 north, Range 21 east, described as follows: Beginning at a point in the south line of said Section 18, which point is 198 feet westerly of the southeast corner of said section; running thence west along said south section line 225 feet to a point; thence north parallel with the east line of said section, 215.3 feet to a point; thence easterly parallel with the south section line 225 feet; thence south parallel with the east section line 215.3 feet to the place of beginning; subject to a highway along the south side of said parcel of land.

5. *Addition to Kenosha Pole Storage Yard and Parking Area:* That part of Block 83, Original Plat of Southport (now Kenosha) in the City of Kenosha, lying south of the center line of 51st Street extended, north and east of the center line of Pike Creek, and west of Sheridan Road, except the right of way of the Chicago and North Western Railway Company and the right of way formerly owned by The Milwaukee Electric Railway and Light Company.

Also all that part of Block 88, Original Plat of Southport (now Kenosha) in the City of Kenosha, described as follows: Beginning at a point in the westerly line of Tenth Avenue, which point is 148.5 feet north of the northerly line of Fifty-second Street; running thence west parallel with the northerly line of Fifty-second Street 112.04 feet; thence north parallel with said westerly line of Tenth Avenue 151.5 feet to a point in the north line of said Block 88; thence east along the north line of said block and parallel with the northerly line of Fifty-second Street 112.04 feet to a point in the westerly line of Tenth Avenue; thence southerly along said westerly line 151.5 feet to the place of beginning.

6. *Kenosha Substation:* Lots 11 and 12 of Schaefer's Subdivision, being part of the SE  $\frac{1}{4}$  of Section 1, Township 1 north, Range 22 east, in the City of Kenosha.

7. *Paris Switching Station:* That part of the S  $\frac{1}{2}$  of Section 4, Township 2 north, Range 21 east, described as follows: Beginning at a point which is 90 feet west of the east line of the SW  $\frac{1}{4}$  of said Section 4, and 33 feet south of the north line of said SW  $\frac{1}{4}$  of Section 4; running thence east, parallel with and 33 feet distant southerly from the north line of said quarter section, 200 feet to a point; thence south at right angles to the north line of said quarter section, 167 feet to a point; thence west, parallel with the north line of said quarter section, 200 feet to a point; thence north at right angles to the north line of said quarter section 167 feet to the place of beginning.

Also that part of the S  $\frac{1}{2}$  of said Section 4, described as follows: Beginning at the northeast corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 4; running thence west along the north line of the S  $\frac{1}{2}$  of said Section 4 to a point which is 90 feet west of the northwest corner of said NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4; thence south at right angles to the north line of the S  $\frac{1}{2}$  of said section, 33 feet to a point; thence east, parallel with the north line of the S  $\frac{1}{2}$  of said section, to the east line of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said section; thence north along said east line to the place of beginning; subject to the use of said 33-foot strip of land for roadway purposes by Eugenio Morelli and wife, their heirs or assigns.

8. *Addition to South Kenosha Substation:* That part of the N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 24, Township 1 north, Range 22 east, described as follows: Beginning at the northeast corner of that certain tract of land conveyed to Wisconsin Gas & Electric Company by Warranty Deed dated March 15, 1946, and recorded in the office of the Register of Deeds for Kenosha County on April 2, 1946, in Volume 284 of Deeds on Page 408 as Document No. 285097; running thence east, at right angles to the west line of said NE  $\frac{1}{4}$  of Section 24, a distance of 70 feet to a point; thence south,

parallel with the west line of said quarter section, to a point in the center line of Springbrook Road (S.T.H. 174); thence southwesterly along the center line of said road to a point, which point is 130.09 feet northeasterly from the intersection of the center line of said road with the west line of said quarter section, which point is also the southeast corner of said tract of land conveyed to Wisconsin Gas & Electric Company by Document No. 285097 as recorded in Volume 284 of Deeds on Page 408, Kenosha County Registry; thence north along the east line of said tract to the place of beginning.

#### MILWAUKEE COUNTY

9. *Butler Substation:* Part of the NW  $\frac{1}{4}$  of Section 6, Township 7 north, Range 21 east, described as follows: Beginning at the southeast corner of that certain parcel of land conveyed by Deed dated September 17, 1909, from George S. Clarke and Jennie Clarke, his wife, to the Milwaukee, Sparta and North Western Railway Company (predecessor of the Chicago and North Western Railway Company), said corner being also the southeast corner of the west 45 acres of the north  $88\frac{3}{4}$  acres of said NW  $\frac{1}{4}$  of Section 6; running thence southerly, parallel with the west line of said quarter section, a distance of 600 feet; thence easterly, parallel with the south line of Clarke's subdivision, being a recorded subdivision in said quarter section, a distance of 505 feet, more or less, to the center line of North 118th Street, extended southerly; thence northerly, along said extended center line of North 118th Street, a distance of 600 feet, more or less, to the south line of Clarke's Subdivision; thence westerly along the south line of Clarke's Subdivision a distance of 505 feet, more or less, to the place of beginning; excepting and reserving unto Chicago and North Western Railway Company, its successors and assigns forever, the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described, together with the full right and license, at any and all times, to remove same without interference to the surface of the land or structures or equipment thereon.

10. *Calumet Substation:* That part of the SE  $\frac{1}{4}$  of Section 17, Township 8 north, Range 21 east, described as follows: Beginning at the point where the north line of said SE  $\frac{1}{4}$  of Section 17 intersects the center line of C.T.H. F (Granville Road); running thence west along the north line of said quarter section, a distance of 200 feet to a point; thence south at right angles to the north line of said quarter section, a distance of 250 feet to a point; thence east, parallel with the north line of said quarter section, a distance of 270 feet, more or less, to the center line of said C.T.H. F; thence northwesterly along said center line of C.T.H. F to the place of beginning, subject to existing highways.

11. *Parkway Substation:* That part of the SE  $\frac{1}{4}$  of Section 19, Township 7 north, Range 21 east, City of Wauwatosa, described as follows: Beginning at the northeast corner of said SE  $\frac{1}{4}$  of Section 19; running thence west along the north line of said quarter section a distance of 520.72 feet to the point of intersection with the east line of the railway right of way of the Chicago and North Western Railway Company, which point is the place of beginning of the lands herein described; running thence South  $1^{\circ} 12' 00''$  West along said east railway right-of-way line, 315.00 feet to a point; thence east and parallel with the north line of said quarter section, 150.00 feet to a point; thence North  $1^{\circ} 12' 00''$  East and parallel with said east railway right-of-way line, 315.00 feet to a point in the north line of said quarter section; thence west along the north line of said quarter section, 150.00 feet to the place of beginning; subject to the right reserved by George J. Bahler and wife, their heirs and assigns, to dedicate the north 90 feet of said lands for roadway purposes, and further subject to the present roadway rights across the north 30 feet of said lands.

12. *Mill Substation:* That part of the SE  $\frac{1}{4}$  of Section 22, Township 8 north, Range 21 east, described as follows: Beginning at the point where the south line of said Section 22 intersects the southwesterly line of the railway right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway

Company; running thence west along the south line of said section, 340 feet to a point; thence north at right angles to said south section line, 400.56 feet to the southwesterly line of said railway right of way; thence southeasterly along said right-of-way line to the place of beginning.

13. *Transmission Line Land:* The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 35, Township 5 north, Range 22 east, subject to County Line Road.

Also that part of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 5 north, Range 22 east, which lies west of the center line of that certain highway known as S.T.H. 32 (formerly known as S.T.H. 42); subject to County Line Road and said S.T.H. 32.

14. *Transmission Line Land:* That part of Block N in Koenig's Subdivision in the SW  $\frac{1}{4}$  of Section 14, Township 6 north, Range 22 east, in the City of St. Francis, described as follows: Beginning at a point in the center line of East Sivyver Avenue which point is 257.75 feet west of the center line of South Packard Avenue; running thence west along the center line of East Sivyver Avenue to the center line of Kingan Avenue (vacated) as originally platted; thence south along the center line of vacated Kingan Avenue, 169 feet to a point; thence east and parallel with the center line of East Sivyver Avenue to a point which is 257.75 feet west of the center line of South Packard Avenue; thence north and parallel with the center line of South Packard Avenue, 169 feet to the place of beginning.

15. *Transmission Line Land:* That part of the NE  $\frac{1}{4}$  of Section 32, Township 7 north, Range 21 east, in the City of Milwaukee, described as follows: Beginning at the north-west corner of said NE  $\frac{1}{4}$  of Section 32; running thence North  $89^{\circ} 50' 40''$  East along the north section line 1,321.62 feet to a point; thence South  $0^{\circ} 04' 40''$  East along the east line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said section a distance of 490.00 feet to the point of beginning of the land herein described; thence South  $0^{\circ} 04' 40''$  East continuing along said east line 71.75 feet to a point; thence South  $67^{\circ} 04' 40''$  West, 717.82 feet to a point in the east line of Midway Park Sub-

division; thence North  $0^{\circ} 01' 45''$  West along the east line of Midway Park Subdivision 349.54 feet to a point, said point being 490.00 feet south (measured along the east line of Midway Park Subdivision) of the north line of said quarter section; thence North  $89^{\circ} 50' 40''$  East, parallel with the north line of said quarter section, a distance of 661.21 feet to the place of beginning.

Also that part of Midway Park Subdivision including Lots 6 to 11, both inclusive, Lots 17 to 21, both inclusive, and parts of Lots 4, 5, 12, 13, 15, 16, 22, 23 and 24 in Block 3, and Lots 3 to 8, both inclusive, Lots 20 to 25, both inclusive, and parts of Lots 1, 2, 9, 10, 18, 19, 26 and 27 in Block 4 in said subdivision, being a subdivision of a part of the NE  $\frac{1}{4}$  of Section 32, Township 7 north, Range 21 east, in the City of Milwaukee, described as follows: Beginning at the northwest corner of said NE  $\frac{1}{4}$  of Section 32; running thence North  $89^{\circ} 50' 40''$  East along the north line of said quarter section 660.82 feet to the northeast corner of Midway Park Subdivision; thence South  $0^{\circ} 01' 45''$  East along the east line of Midway Park Subdivision 513.89 feet to the point of beginning of the land herein described; continuing thence South  $0^{\circ} 01' 45''$  East along the east line of Midway Park Subdivision 325.65 feet to a point; thence South  $67^{\circ} 04' 40''$  West, 691.06 feet to a point in the south line of Midway Park Subdivision which point is 24.75 feet easterly of the west line of said quarter section; thence South  $89^{\circ} 43' 30''$  West along the south line of Midway Park Subdivision 24.75 feet to a point in the west line of said quarter section; thence north along the west line of said quarter section 315.36 feet to a point which is 791.65 feet south (as measured along said quarter section line) of the northwest corner of said quarter section; thence North  $67^{\circ} 04' 40''$  East, 717.76 feet to the point of beginning; including all vacated streets and alleys in said Midway Park Subdivision and excepting the west 45 feet (measured at right angles to the west line of said quarter section) presently used for highway purposes.

Also that part of the NW  $\frac{1}{4}$  of Section 32, Township 7 north, Range 21 east, including parts of Lots 1, 2 and 3 in Block 2, all of Lots 1, 2 and 3 and parts of Lots 4, 5, 6, 13

and 14 in Block 3, all of Lots 3, 4, 5, 6, 7, 10, 11 and 12 and parts of Lots 1, 2, 8 and 9 in Block 4, and parts of Lots 25, 26 and 27 in Block 5, all in Wetzel Subdivision, being a subdivision of a part of said quarter section, described as follows: Beginning at the northeast corner of said NW  $\frac{1}{4}$  of Section 32; running thence south along the east line of said quarter section 791.65 feet to the point of beginning of the land herein described; continuing thence south along the east line of said quarter section 326.94 feet to a point; thence South  $64^{\circ} 42' 00''$  West, a distance of 1,467.14 feet to the point of intersection of the west line of the E  $\frac{1}{2}$  of said quarter section and the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence North  $0^{\circ} 00' 52''$  West along said west line 331.79 feet to a point, said point being 1,415.56 feet south (measured along said west line) of the north line of said quarter section; thence North  $64^{\circ} 42' 00''$  East, a distance of 1,359.03 feet to a point; thence North  $67^{\circ} 04' 40''$  East, 106.21 feet to the point of beginning; excepting therefrom the east 45 feet (measured at right angles to the east line of said quarter section) presently used for highway purposes.

Also that part of the NW  $\frac{1}{4}$  of Section 32, Township 7 north, Range 21 east, lying partly in the City of West Allis and partly in the City of Milwaukee, described as follows: Beginning at the northwest corner of said NW  $\frac{1}{4}$  of Section 32; running thence South  $0^{\circ} 00' 05''$  East along the west line of said quarter section 783.08 feet to the point of beginning of the land herein described; thence South  $63^{\circ} 12' 15''$  East, 1,134.00 feet to a point; thence South  $68^{\circ} 39' 46''$  East, 338.13 feet to a point in the east line of the W  $\frac{1}{2}$  of said quarter section, said point being 1,415.56 feet south (measured along said east line) of the north line of said quarter section; thence South  $0^{\circ} 00' 52''$  East along said east line 331.79 feet to the point of intersection with the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence northwesterly along said northerly railroad right-of-way line to a point in the west line of said quarter section; thence North  $0^{\circ} 00' 05''$  West along the west line of said quarter section 336.09 feet to the point of beginning; ex-



cepting therefrom the west 60 feet (measured at right angles to the west line of said quarter section) presently used for highway purposes, also excepting therefrom a strip of land 200 feet in width presently owned by the Chicago and North Western Railway, said strip of land running through the above described parcel in a southeasterly and northwesterly direction.

16. *Transmission Line Land:* That part of the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 23, Township 5 north, Range 22 east, described as follows: Beginning at a point in the north line of said SW  $\frac{1}{4}$  of Section 23, which point is 61.73 feet east of the northwest corner of said quarter section; running thence east along the north line of said quarter section to the southwesterly line of the right-of-way lands of Wisconsin Electric Power Company as said lands were conveyed by Ferdinand Block and Mary Block, his wife, in that certain Warranty Deed dated February 11, 1929, and recorded on February 21, 1929, in Volume 1279 of Deeds on Page 492 as Document No. 1681299, Milwaukee County Registry; thence southeasterly along the southwesterly line of lands so conveyed to the south line of the N  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of said quarter section; thence west along the south line of the N  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of said quarter section 51.9 feet, more or less, to a point, which point is 30 feet southwesterly of and measured at right angles to the southwesterly line of said right-of-way lands; thence northwesterly on a straight line to the point of beginning, which point is also 30 feet southwesterly from and measured at right angles to the southwesterly line of said right-of-way lands extended. Said parcel of land is subject to a farm crossing 16 feet wide.

Also the west 2 acres of that part of the middle one-third of the SW  $\frac{1}{4}$  of Section 20, Township 6 north, Range 22 east, City of Milwaukee, described as follows: Beginning at a point in the south line of said middle one-third which point is 1,620.37 feet west of the east line of said SW  $\frac{1}{4}$  of Section 20; running thence north along a line which is 1,620.37 feet west of and parallel with the east line of said quarter section a distance of 667.33 feet to a point; thence

west along a line which is 221.15 feet south of and parallel with the north line of the middle one-third of said quarter section a distance of 341.49 feet to a point in the east right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence southerly along said east railroad right-of-way line 666.52 feet to a point in the south line of the middle one-third of the said quarter section; thence east along said south line 296.35 feet to the place of beginning.

17. *Carrollville Substation:* That part of the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 23, Township 5 north, Range 22 east, in the City of Oak Creek, described as follows: Beginning at the southeast corner of said Section 23; running thence west along the south line of said section, 681.35 feet to a point; thence north at right angles to said south section line 20 feet to a point in the northeasterly line of the transmission line right of way of Wisconsin Electric Power Company, which point is the place of beginning of the parcel of land herein described; continuing thence north at right angles to said south section line 178 feet to a point; thence west along a line parallel with and 198 feet distant from the south line of said section, to a point in the northeasterly line of the transmission line right of way of Wisconsin Electric Power Company; thence southeasterly along said right-of-way line to the place of beginning; subject to an east-west public highway across the southeast corner of said parcel of land.

This parcel of land is part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

18. *Addition to Hales Corners Headquarters:* That part of the NE  $\frac{1}{4}$  of Section 6, Township 5 north, Range 21 east, described as follows: Beginning at the northeast corner of said NE  $\frac{1}{4}$  of Section 6; running thence west along the north line of said quarter section, 451.99 feet to a point; thence South  $1^{\circ} 41'$  East, 330.13 feet to a point; thence North  $88^{\circ} 19'$  East to a point in the east line of said quarter section, which point is 330.25 feet south of the northeast corner of

said quarter section; thence north along said east line 330.25 feet to the place of beginning; subject to a public highway along the east side of said parcel of land.

This parcel of land is part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

19. *Hales Corners Substation:* That part of the NE  $\frac{1}{4}$  of Section 6, Township 5 north, Range 21 east, described as follows: Beginning at the northeast corner of said NE  $\frac{1}{4}$  of Section 6; running thence South  $88^{\circ} 19'$  West along the north line of said quarter section, 833.23 feet to a point which is the place of beginning of the parcel of land herein described; continuing thence along said north quarter section line 275.36 feet to a point in the center line of that certain public highway known as North Cape Road (C.T.H. 00); thence South  $19^{\circ} 30'$  West along said highway center line 354.05 feet to a point; thence North  $88^{\circ} 19'$  East, 370.73 feet to a point; thence North  $17^{\circ} 09'$  East, 348.81 feet to the place of beginning; subject to North Cape Road along the westerly side of said parcel of land.

This parcel of land is part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

#### RACINE COUNTY

20. *Burlington Substation:* Lot 1, Block 2, Original Plat of Burlington, being a subdivision in the NE  $\frac{1}{4}$  of Section 32, Township 3 north, Range 19 east, City of Burlington.

Also that part of Lot 8, Block 2, Original Plat of Burlington, being a subdivision in the NE  $\frac{1}{4}$  of Section 32, Township 3 north, Range 19 east, City of Burlington, which lies north of the north line of the right-of-way lands described in that certain Deed of Fred Zick and Dora Zick, his wife, to Milwaukee Light, Heat and Traction Co. dated October 28, 1908

and recorded on November 4, 1908, in Volume 121 of Deeds on Page 515, Racine County Registry.

Also that part of the SE  $\frac{1}{4}$  of Section 29, Township 3 north, Range 19 east, City of Burlington, described as follows: Beginning at the southeast corner of said SE  $\frac{1}{4}$  of Section 29; running thence west along the south line of said quarter section, 396 feet to a point; thence north and parallel with the east line of said quarter section, 264 feet to a point; thence east and parallel with the south line of said quarter section, 396 feet to a point in the east line of said quarter section; thence south along the east section line to the place of beginning.

Also that part of the SW  $\frac{1}{4}$  of Section 28, Township 3 north, Range 19 east, described as follows: Beginning at the point where the west line of said Section 28 intersects the northwesterly line of the transmission line right of way of Wisconsin Electric Power Company; running thence north along the west line of said section to a point which is 264 feet north of the southwest corner of said section; thence east and parallel with the south line of said section to the northwesterly line of said right of way of Wisconsin Electric Power Company; thence southwesterly along the northwesterly line of said right of way to the place of beginning.

21. *Durand Substation:* That part of the NE  $\frac{1}{4}$  of Section 30, Township 3 north, Range 23 east, described as follows: Beginning at the southwest corner of Lot 22 in Block 1 of Scheckler Addition, as recorded in Volume O of Plats on Page 24 in the Racine County Register of Deeds Office; running thence South  $53^{\circ} 24' 40''$  East along the south line of said Lot 22, a distance of 107.81 feet to a point, which point is 20.04 feet North  $53^{\circ} 24' 40''$  West from the southeast corner of said lot; thence South  $33^{\circ} 11'$  West along a line parallel with and 20 feet northwesterly from the westerly line of Lots 6, 7, 8, 9 and 10 of said Block 1, a distance of 250 feet to a point; thence North  $56^{\circ} 49'$  West, 100.00 feet to a point; thence North  $33^{\circ} 11'$  East, 125.77 feet to the point of curvature of a curve of southeasterly convexity whose radius is 1,123.87 feet and whose long chord bears North

29° 50' 45" East, 130.86 feet; thence northeasterly 130.93 feet along said curve to the place of beginning.

22. *Erie Substation*: The west 200 feet of the south 5 acres of the east 20 acres of the S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 28, Township 4 north, Range 23 east.

23. *High Substation*: That part of the SW  $\frac{1}{4}$  of Section 5, Township 3 north, Range 23 east, City of Racine, described as follows: Beginning at the intersection of the center lines of West High Street and Northwestern Avenue; running thence North 37° 30' West along the center line of said Northwestern Avenue 142.9 feet to a point; thence North 52° 30' East, 233 feet to a point; thence South 37° 30' East, 142.9 feet to a point in the center line of West High Street; thence South 52° 30' West along the center line of said West High Street 233 feet to the place of beginning; subject to West High Street and Northwestern Avenue.

24. *Lockwood Substation*: Lots 3 and 4 in Block 1 of Thomas Williams' Addition, according to the recorded plat thereof, being a part of the SE  $\frac{1}{4}$  of Section 17, Township 3 north, Range 23 east, City of Racine.

25. *Mead Substation*: The south 150 feet of the E  $\frac{1}{2}$  of Block 22, Lake Side Addition, in the SW  $\frac{1}{4}$  of Section 21, Township 3 north, Range 23 east, excepting therefrom a triangular parcel at the southeast corner thereof measuring 25 feet along the south line and 110 feet along the east line.

26. *Pole Storage Yard*: Lots 1, 2, 3, 4, 5 and 6 in Block 12 of Walker's Addition to Racine, being a part of the NE  $\frac{1}{4}$  of Section 19, Township 3 north, Range 23 east, in the City of Racine, except those parts of said Lots 1, 2, 4 and 5, described as follows: Beginning at the northeast corner of said Lot 1; running thence west along the north line of said Lots 1 and 2, a distance of 71.35 feet to a point in the north line of said Lot 2; thence southeasterly along a curved line, convex northeasterly, having a radius of 614.71 feet, a distance of 208.43 feet, more or less, to a point in the east line of said Lot 5, which point is 194.73 feet south of the north-

east corner of said Lot 1, measured along the east line of said Lots 1, 4 and 5; thence north along said east line a distance of 194.73 feet to the place of beginning.

Also Lots 4, 5 and 6 in Block 1 of Walker's Addition to Racine, being a part of said NE  $\frac{1}{4}$  of Section 19, except those parts of said Lots 4, 5 and 6 lying southwesterly of a line drawn 20 feet northeasterly of and parallel with the center line of the interchange track between the Chicago North Shore and Milwaukee Railway and the Chicago, Milwaukee, St. Paul and Pacific Railroad.

27. *Racine Electric Service Building Site:* Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, all in Block 11 of Walker's Addition to Racine, being a part of the NE  $\frac{1}{4}$  of Section 19, Township 3 north, Range 23 east, in the City of Racine.

28. *Transmission Line Land:* That part of the SE  $\frac{1}{4}$  of Section 29, Township 3 north, Range 19 east, described as follows: Beginning at the concrete monument at the northeast corner of said SE  $\frac{1}{4}$  of said Section 29; running thence North  $88^{\circ} 28'$  West, 23.59 feet to the place of beginning of the parcel of land herein described; thence North  $88^{\circ} 28'$  West, 540.00 feet to a point; thence South  $26^{\circ} 17'$  East, 464.31 feet to a point; thence North  $39^{\circ} 45'$  East, 494.00 feet to the place of beginning; subject to a highway along the southeasterly side of said parcel of land.

Also that part of said SE  $\frac{1}{4}$  of Section 29, described as follows: Beginning at the concrete monument at the southeast corner of Section 29; running thence north along the east line of said SE  $\frac{1}{4}$  of Section 29, a distance of 768.33 feet to a concrete monument; thence North  $56^{\circ} 47' 54''$  West, 1,232.16 feet to a point in the center line of S.T.H. 36 and 83; thence North  $43^{\circ} 43'$  East, 565.37 feet to a point; thence North  $51^{\circ} 31'$  East, 457.32 feet to the place of beginning of the parcel of land herein described; thence South  $38^{\circ} 29'$  East, 183.00 feet to a point; thence North  $51^{\circ} 31'$  East, 115.00 feet to a point; thence North  $38^{\circ} 29'$  West, 183.00 feet to a point; thence South  $51^{\circ} 31'$  West, 115.00 feet to the place of

beginning; subject to said highway along the northwesterly side of said parcel of land.

29. *Transmission Line Land:* The south 66 feet of that part of the NE  $\frac{1}{4}$  of Section 30, Township 4 north, Range 23 east, described as follows: Beginning at the northeast corner of said Section 30; running thence south along the east line of said section 80 rods; thence west 40 rods to the center line of Rapid Road; thence northeasterly along the center line of said road to the north line of said section; thence east along the north section line to the place of beginning; subject to said Rapid Road along the westerly side of said parcel of land.

#### SHEBOYGAN COUNTY

30. *Addition to Random Lake Substation:* That part of the NW  $\frac{1}{4}$  of Section 26, Township 13 north, Range 21 east, described as follows: Beginning at the point where the south line of the land presently owned by Wisconsin Electric Power Company intersects the westerly line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company right of way; running thence west along said south line approximately 183 feet to a point which is 60 feet east, measured along said south line, from the southwest corner of said land owned by Wisconsin Electric Power Company; thence southerly on a straight line parallel with and 60 feet easterly from the extended west line of said land owned by Wisconsin Electric Power Company, a distance of 100 feet to a point; thence east along a line parallel with the north line of said quarter section approximately 143 feet to a point in the westerly line of said railroad right of way; thence northeasterly along said railroad right-of-way line approximately 108 feet to the place of beginning.

#### WALWORTH COUNTY

31. *Addition to Franklin Substation:* That part of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 9, Township 4 north, Range 15 east, described as follows: Beginning at the southwest corner of said NW  $\frac{1}{4}$  of Section 9; running thence north

along the west section line 90.75 feet to a point; thence east and parallel with the south line of said quarter section, 396 feet to a point; thence north and parallel with the west section line 456 feet, more or less, to the south shore line of Cravath Lake, formerly known as Grist Mill Pond; thence easterly along the south shore line of said lake to a point in the east line of the SW  $\frac{1}{4}$  of said NW  $\frac{1}{4}$ ; thence south along said east line 660 feet, more or less, to the south line of said NW  $\frac{1}{4}$ ; thence west along said south quarter section line 1,312.35 feet to the place of beginning; subject to Franklin Street along the west side and a driveway 16.5 feet wide entering from Franklin Street.

Also that part of the NE  $\frac{1}{4}$  of Section 8, Township 4 north, Range 15 east, described as follows: Beginning at a point in the east line of said Section 8, said point being 109.56 feet North  $1^{\circ} 30'$  West from the southeast corner of the NE  $\frac{1}{4}$  of said section; running thence North  $1^{\circ} 30'$  West along the east line of said section a distance of 233.00 feet to a point; thence South  $88^{\circ} 30'$  West, 110.00 feet to a point; thence South  $1^{\circ} 30'$  East, 233.00 feet to a point; thence North  $88^{\circ} 30'$  East, 110.00 feet to the place of beginning.

#### WASHINGTON COUNTY

32. *Trenton Substation:* That part of the SW  $\frac{1}{4}$  of Section 35, Township 11 north, Range 20 east, described as follows: Commencing at the northwest corner of said SW  $\frac{1}{4}$  of Section 35; running thence east along the north line of said quarter section 220 feet to a point; thence south parallel with the west line of said quarter section 155 feet to a point; thence west parallel with the north line of said quarter section, 220 feet to a point in the west line of said Section 35; thence north along said west section line 155 feet to the place of beginning; subject to public roads along the north and west sides of said parcel of land.

33. *West Bend Operating Headquarters:* That part of the NW  $\frac{1}{4}$  of Section 24, Township 11 north, Range 19 east, described as follows: Commencing at a point in the easterly



line of the right of way of the Chicago and North Western Railway Company, which point is 1,000.0 feet southeasterly from the north line of said quarter section, measured along the easterly line of said right of way; thence continuing South 20° 30' East along said easterly right-of-way line 927.22 feet to a point; thence North 42° 49' East, 451.58 feet to a point; thence North 00° 53' West, along a line parallel with and 132.0 feet west of the east line of said quarter section a distance of 436.48 feet to a point; thence along a curve to the left a distance of 318.67 feet, the radius of said curve being 1,146.28 feet, the chord of which bears North 29° 43' 30" West, 317.66 feet; thence South 69° 30' West, 499.22 feet to the place of beginning; subject to a public street along the northeasterly side of said parcel of land.

#### WAUKESHA COUNTY

34. *Addition to Dousman Substation:* That part of the SW  $\frac{1}{4}$  of Section 34, Township 7 north, Range 17 east, described as follows: Beginning at a point in the south line of said Section 34, which point is 581 feet west of the southeast corner of said quarter section; running thence North 2° 35' West to the northeast corner of a tract of land conveyed to Wisconsin Electric Power Company by Warranty Deed dated September 19, 1947 and recorded in Volume 451 of Deeds on Page 269 as Document No. 306229, Waukesha County Registry, which point is the place of beginning of the lands to be described; running thence North 2° 35' West to a point which is 163 feet north of the south line of said quarter section, measured at right angles thereto; thence west parallel with the south line of said Section 34 to a point which is 741 feet west of the east line of said quarter section, measured at right angles thereto; thence south and parallel with the east line of said quarter section to a point in the south line of said Section 34; thence east along the south section line to the southwest corner of said lands conveyed on September 19, 1947, to Wisconsin Electric Power Company; thence north along the west line of said lands conveyed to Wisconsin Electric Power Company to the north-

west corner thereof; thence east on the north line of said lands to the place of beginning.

35. *Lannon Substation*: That part of the NW  $\frac{1}{4}$  of Section 19, Township 8 north, Range 20 east, described as follows: Beginning at the northwest corner of said Section 19; running thence east along the north line of said section, 483 feet to a point; thence south 396.5 feet to a point; thence west, parallel with the north line of said section, 483 feet to a point in the west line of said section; thence north along the west section line 396.5 feet to the place of beginning; subject to existing highways know as C.T.H. V and C.T.H. W.

36. *Merton Substation*: That part of the SW  $\frac{1}{4}$  of Section 19, Township 8 north, Range 19 east, described as follows: Beginning at a point in the north line of said SW  $\frac{1}{4}$  of Section 19, which point is 859.98 feet west of the northeast corner of said quarter section; running thence North  $89^{\circ} 47'$  West along the north line of said quarter section, 130.02 feet to a point in the west line of the premises of Clement F. Brandt and wife as said premises are described in that certain Land Contract dated November 19, 1946 and recorded on December 3, 1946, in Volume 426 of Deeds on Page 334 as Document No. 295936, Waukesha County Registry; thence South  $1^{\circ} 11'$  West along said west line of the premises of Clement F. Brandt, 454.11 feet to a point in the center line of C.T.H. F; thence South  $52^{\circ} 31'$  East along the center line of C.T.H. F a distance of 161.30 feet to a point which is 130 feet east of the southerly extension of said west line of the premises of Clement F. Brandt, measured at right angles thereto; thence North  $1^{\circ} 11'$  East, parallel with and 130 feet distant from said west line, 551.79 feet to the place of beginning; subject to public highways along the north and south sides of said parcel of land.

37. *Nashotah Substation*: That part of the SE  $\frac{1}{4}$  of Section 11, Township 7 north, Range 17 east, described as follows: Beginning at a point in the south line of said

Section 11, which point is 75 feet west of the southeast corner of said section, and is also in the west line of lands owned by Wisconsin Electric Power Company; running thence North  $0^{\circ} 8'$  West along the west line of said lands of Wisconsin Electric Power Company 838.33 feet to a point, which point is the place of beginning of the lands herein described; running thence North  $45^{\circ} 8'$  West, 881.3 feet to a point in the center line of Nashotah Road; thence northeasterly along the center line of said Nashotah Road to a point in the westerly line of lands owned by Wisconsin Electric Power Company; thence southerly along said westerly line of lands owned by Wisconsin Electric Power Company to the place of beginning; subject to Nashotah Road along the northwesterly side of said parcel of land.

38. *New Berlin Substation*: That part of the SW  $\frac{1}{4}$  of Section 28, Township 6 north, Range 20 east, described as follows: Beginning at the intersection of the north line of said SW  $\frac{1}{4}$  of Section 28 with the center line of that certain highway known as S.T.H. 15; running thence South  $49^{\circ} 53'$  West along said highway center line 237.55 feet to a point; thence South  $53^{\circ} 56'$  West along said highway center line 179.53 feet to a point; thence North  $36^{\circ} 04'$  West, 196.38 feet to a point; thence north 100 feet to a point in the north line of said quarter section; thence east along the north line of said quarter section, 442.50 feet to the place of beginning; subject to said highway along the southeasterly side of said parcel of land.

39. *Waukesha Operating Headquarters*: That part of the NW  $\frac{1}{4}$  of Section 15, Township 6 north, Range 19 east, described as follows: Beginning at the northeast corner of said NW  $\frac{1}{4}$  of Section 15; running thence South  $88^{\circ} 32'$  West along the north line of said section and the center line of Sunset Drive, 33.01 feet to a point, which is the place of beginning of the lands herein described; continuing thence South  $88^{\circ} 32'$  West along said north section line and said center line of Sunset Drive, 406.50 feet to the easterly line of the railway right of way of the Minneapolis, St. Paul & Sault Ste. Marie Railroad Co.; thence South  $13^{\circ} 54'$  West

along said easterly railway right-of-way line 324.25 feet to a point of curve; thence continuing along said easterly railway right-of-way line along the arc of a curve with a radius of 2,808.43 feet, the chord of which bears South 7° 00' West, 674.82 feet, to the point of tangency of said curve; thence continuing along said easterly railway right-of-way line South 0° 06' West, 230.25 feet to a point; thence North 89° 54' East, 266.9 feet to a point; thence North 631.75 feet to a point; thence North 79° 34' East, 305.0 feet to a point in the west line (extended south) of West Avenue as platted in the Town of Waukesha; thence north along said extension of the west line of West Avenue 538.68 feet to the place of beginning; subject to Sunset Drive along the north side of said parcel of land.

### ELECTRIC TRANSMISSION LINES

The following electric transmission lines located in the State of Wisconsin, reference to which shall not be deemed to exclude any other such lines or any distribution lines not mentioned:

LINE 106: A 132,000 volt, single circuit line, approximately 4.35 miles in length, on double circuit steel towers, extending from a point of junction in the SW  $\frac{1}{4}$  of Section 15, City of Oak Creek, with a line which is described as Line 2 in the Original Indenture, southeasterly to the Oak Creek substation, all in Milwaukee County.

LINE 107: A 132,000 volt, single circuit line, approximately 4.35 miles in length, on the steel towers of Line 107, extending from a junction in the SW  $\frac{1}{4}$  of Section 15, City of Oak Creek, with a line which is described as Line 2 in the Original Indenture, southeasterly to the Oak Creek substation, all in Milwaukee County.

LINE 108: A 132,000 volt, single circuit line, approximately 13.23 miles in length, on double circuit steel towers, extending from a point of junction in the SE  $\frac{1}{4}$  of Section 34, City of Oak Creek, with a line which is described as Line 92 in the Sixth Supplemental Indenture, westerly through a portion of the City of Oak Creek, and westerly and northerly

through a portion of the Town of Franklin to the St. Martins substation in the Town of Franklin, all in Milwaukee County.

LINE 109: A 132,000 volt, single circuit line, approximately 12.42 miles in length, on double circuit steel towers, extending from the 96th Street substation in the City of Milwaukee, Milwaukee County, westerly through portions of the Cities of Milwaukee and West Allis, in Milwaukee County, and portions of the Towns of New Berlin and Pewaukee in Waukesha County to the Waukesha substation in Section 35, Town of Pewaukee, Waukesha County.

LINE 110: A 132,000 volt, single circuit line, approximately 13.16 miles in length, on wood H-frames, extending from the Paris switching station located in Section 4, Town of Paris, westerly through portions of the Towns of Paris and Brighton in Kenosha County, and through portions of the Towns of Burlington and Rochester to the Burlington substation in the City of Burlington, Racine County.

LINE 111: A 26,400 volt, single circuit line, approximately 3.92 miles in length, 3.87 miles of which is on wood poles, and 0.05 mile is underground, extending from the 19th Street substation in the City of Racine westerly and northerly to the Shirley substation in the NE  $\frac{1}{4}$  of Section 12, Town of Mount Pleasant, all in Racine County.

LINE 112: A 26,400 volt, single circuit line, approximately 5.38 miles in length, on wood poles, extending from the Shirley substation in the NE  $\frac{1}{4}$  of Section 12, Town of Mount Pleasant, northerly through portions of the Towns of Mount Pleasant and Caledonia to a junction near the northeast corner of Section 13, Town of Caledonia, with a line which is covered by the Original Indenture but is not described therein, all in Racine County.

LINE 113: A 26,400 volt, single circuit line, approximately 2.01 miles in length, on wood poles, extending from a junction with Line 112 near the northeast corner of Section 1, Town of Mount Pleasant, southeasterly through portions of the Town of Mount Pleasant and the City of Racine

to the High substation in the SW  $\frac{1}{4}$  of Section 5, City of Racine, all in Racine County.

LINE 114: A 26,400 volt, single circuit line, approximately 0.85 mile in length, on wood poles, extending from a junction in the SW  $\frac{1}{4}$  of Section 19, Town of Dover, with the line which is described as Line 21 in the Original Indenture, west and south to the Wisconsin Southern Colony substation in Section 25, Town of Dover, all in Racine County.

LINE 115: A 26,400 volt, single circuit line, approximately 1.28 miles in length, on wood poles, extending from a junction near the northeast corner of Section 3, Town of Pleasant Prairie, with the line which is described as Line 48 in the Fourth Supplemental Indenture, westerly to the Allied Heat Treating Company in the NE  $\frac{1}{4}$  of Section 4, Town of Pleasant Prairie, all in Kenosha County.

LINE 116: A 26,400 volt, single circuit line, approximately 3.75 miles in length, on steel towers and wood poles, of which the north 1.32 miles is on the existing steel towers of the line which is described as Line 29 in the Second Supplemental Indenture, and 2.43 miles is on wood poles, extending from a junction near the east line of Section 10 in the Town of Pleasant Prairie, Kenosha County, with the line which is described as Line 48 in the Fourth Supplemental Indenture, south and east to a point of junction near the South Kenosha substation with the line which is described as Line 47 in the Fourth Supplemental Indenture, all in Kenosha County.

LINE 117: A 26,400 volt, single circuit line, approximately 1.76 miles in length, on wood poles, extending from a junction in the City of Waukesha with a short line which originates at the Barstow substation in the City of Waukesha and which is covered by the Fourth Supplemental Indenture but not described therein, in a southerly direction to the Waukesha City Pumping Station, all in Waukesha County.

LINE 118: A 26,400 volt single circuit line, approximately 12.68 miles in length, on wood poles, extending from

North Lake substation in the NW  $\frac{1}{4}$  of Section 15, Town of Merton, Waukesha County, northerly through a portion of the Town of Merton, Waukesha County, and portions of the Towns of Erin and Hartford in Dodge County, to the City of Hartford substation.

LINE 119: A 26,400 volt, single circuit line, approximately 1.4 miles in length, on wood poles, extending from a junction near the northwest corner of the NE  $\frac{1}{4}$  of Section 22, Town of Byron, with the line which is described as Line 59 in the Fourth Supplemental Indenture, northerly to the Fond du Lac Stone Company in Section 10, Town of Byron, all in Fond du Lac County.

LINE 120: A 26,400 volt, single circuit line, approximately 9.54 miles in length, extending from a junction in the NW  $\frac{1}{4}$  of Section 31, Town of Rhine, with the line which is described as Line 82 in the Fifth Supplemental Indenture, east and north through a portion of the Town of Rhine, Sheboygan County, and a portion of the Town of Schleswig, Manitowoc County, to a point of junction in the NW  $\frac{1}{4}$  of Section 34, Town of Schleswig, with the line which is described as Line 78 in the Fifth Supplemental Indenture.

LINE 121: A 26,400 volt, single circuit line, approximately 5.31 miles in length, on wood poles, extending from a junction in the SE  $\frac{1}{4}$  of Section 11, Town of Summit, with a line which is described as Line 103 in the Sixth Supplemental Indenture, northwesterly to the Okauchee substation in the SW  $\frac{1}{4}$  of Section 26, Town of Oconomowoc, all in Waukesha County.

LINE 122: A 26,400 volt, single circuit line, approximately 3.73 miles in length, 3.61 miles of which are on wood poles, and 0.12 mile is underground, extending from a junction in the SE  $\frac{1}{4}$  of Section 2, Town of Granville, with the line which is described as Line 63 in the Fourth Supplemental Indenture, in an easterly and southerly direction to the Bradley substation located in the SE  $\frac{1}{4}$  of Section 8, Village of Fox Point, all in Milwaukee County.

LINE 123: A 26,400 volt, single circuit line, approximately 7.95 miles in length, on wood poles, extending from the Okauchee substation in the SW  $\frac{1}{4}$  of Section 26, Town of Oconomowoc, northerly through a portion of the Town of Oconomowoc and easterly through a portion of the Town of Merton to the North Lake substation in the NW  $\frac{1}{4}$  of Section 15, Town of Merton, all in Waukesha County.

LINE 124: A 26,400 volt, single circuit line, approximately 1.9 miles in length, on wood poles, extending from a junction in the NE  $\frac{1}{4}$  of Section 5, Town of Muskego, with the line described as Line 9—Section C in the Original Indenture, northerly to the New Berlin substation in the SW  $\frac{1}{4}$  of Section 28, Town of New Berlin, all in Waukesha County.

LINE 125: A 26,400 volt, single circuit line, approximately 0.78 mile in length, on wood poles, extending from a junction in the SW  $\frac{1}{4}$  of Section 6, Town of Somers, with the line described as Line 45 in the Fourth Supplemental Indenture, east and north to the Berryville substation in the SW  $\frac{1}{4}$  of Section 5, Town of Somers, all in Kenosha County.

LINE 126: A 26,400 volt, single circuit line, approximately 2.87 miles in length, on wood poles, extending from a junction in the E  $\frac{1}{2}$  of Section 18, Town of New Berlin, with the line described as Line 11 in the Original Indenture, southeasterly to the New Berlin substation in the SW  $\frac{1}{4}$  of Section 28, Town of New Berlin, all in Waukesha County.

LINE 127: A 26,400 volt, single circuit line, approximately 3.24 miles in length, on wood poles, extending from a junction in the NW  $\frac{1}{4}$  of Section 32, City of West Allis, with the line described as Line 11 in the Original Indenture, northerly to a point of junction near the northeast corner of Section 18, City of Wauwatosa, with a line which is covered by the Original Indenture but is not described therein, all in Milwaukee County.



TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property hereinbefore described, and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties hereinabove described, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture; and

SUBJECT ALSO, as to certain properties in the County of Waukesha, Wisconsin, to the lien of the Mortgage or Deed of Trust, dated January 1, 1909 from Waukesha Gas & Electric Company to Girard Trust Company, as Trustee, securing \$500,000 principal amount of Five Per Cent. First Mortgage Gold Bonds of which \$231,000 principal amount are held by the trustee under such mortgage under conditions such that no transfer of ownership or possession thereof is permissible;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue

or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued under the Indenture, as follows:

## ARTICLE I.

### DESCRIPTION OF BONDS OF 1986 SERIES.

SECTION 1. The seventh series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1986 Series. The Bonds of 1986 Series shall be designated as "First Mortgage Bonds,  $3\frac{7}{8}\%$  Series due 1986" of the Company. The Bonds of 1986 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture.

The coupon Bonds of 1986 Series shall be dated April 15, 1956, and all Bonds of 1986 Series shall mature April 15, 1986, and shall bear interest at the rate of three and seven-eighths per cent. ( $3\frac{7}{8}\%$ ) per annum, payable semi-annually on the fifteenth days of April and October in each year. The Bonds of 1986 Series shall be payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

SECTION 2. The Bonds of 1986 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, numbered consecutively from M1 upwards, and registered Bonds without coupons of the denominations of \$1,000, numbered consecutively from RM1 upwards, and \$5,000, numbered consecutively from RV1 upwards, and any multiple of \$5,000, numbered consecutively from R1 upwards. For all registered Bonds of 1986

Series without coupons authenticated and delivered, there may be reserved by the Trustee appropriate serial numbers of coupon Bonds of 1986 Series issuable in exchange therefor as in the Original Indenture provided for the same aggregate principal amount, and whenever any registered Bonds of 1986 Series without coupons shall be so authenticated and delivered, there may be indicated or endorsed thereon, in such form as may then be required to comply with the rules and regulations of any stock exchange upon which Bonds of 1986 Series are listed or are to be listed or to conform with any usage with respect thereto, the distinctive serial number or numbers so reserved with respect to such registered Bonds of 1986 Series so issued, but, unless such reservation, indication or endorsement be so required, no such reservation, indication or endorsement need be made. Coupon Bonds of 1986 Series may be exchanged, upon surrender thereof, with all unmatured coupons attached, at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin, for a fully registered Bond or fully registered Bonds of 1986 Series without coupons, of authorized denominations, for the same aggregate principal amount, upon payment of charges and subject to the terms and conditions set forth in the Indenture.

SECTION 3. The coupon Bonds of 1986 Series, the coupons to be attached thereto, and the registered Bonds of 1986 Series without coupons shall be substantially in the following forms respectively:

[FORM OF COUPON BOND]

### WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND,  $3\frac{7}{8}\%$  SERIES DUE 1986

Due April 15, 1986

No. M.

\$1,000

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any

successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to the bearer or, if this Bond be registered, to the registered owner hereof, on the fifteenth day of April, 1986, the sum of One thousand Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the fifteenth day of April, 1956, at the rate of three and seven-eighths per cent. ( $3\frac{7}{8}\%$ ) per annum, payable semi-annually, on the fifteenth days of April and October in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned, but only, in case of interest due on or before maturity, according to the tenor and upon presentation and surrender of the respective coupons therefor hereto attached as they severally mature. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (hereinafter called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946 and May 1, 1952, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended

Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986" (herein called "Bonds of 1986 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Indenture (hereinafter called the "Supplemental Indenture of April 15, 1956"), dated April 15, 1956, executed by the Company to the Trustee.

The Bonds of 1986 Series are subject to redemption (other wise than for the Sinking Fund provided for in the Supplemental Indenture of April 15, 1956, the Maintenance and Replacement Fund provided for in said Supplemental Indenture, and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of April 15, 1956.

The Bonds of 1986 Series are subject to redemption for said Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of April 15, 1956.

If Redeemed During the 12 Months Period Ending <u>April 14</u>	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1957.....	104.88	101.88
1958.....	104.72	101.85
1959.....	104.56	101.81
1960.....	104.40	101.77
1961.....	104.23	101.74
1962.....	104.07	101.70
1963.....	103.91	101.65
1964.....	103.75	101.61
1965.....	103.58	101.57
1966.....	103.42	101.52
1967.....	103.26	101.47
1968.....	103.10	101.42
1969.....	102.93	101.37
1970.....	102.77	101.31
1971.....	102.61	101.26
1972.....	102.44	101.20
1973.....	102.28	101.14
1974.....	102.12	101.08
1975.....	101.96	101.01
1976.....	101.79	100.94
1977.....	101.63	100.87
1978.....	101.47	100.80
1979.....	101.31	100.72
1980.....	101.14	100.65
1981.....	100.98	100.56
1982.....	100.82	100.48

If Redeemed During the 12 Months Period Ending <u>April 14</u>	Regular	Special
	Redemption Price	Redemption Price
	<u>Expressed as Percentages</u> <u>of the Principal Amount</u> <u>of the Bonds</u>	
1983.....	100.66	100.39
1984.....	100.49	100.30
1985.....	100.33	100.21
1986.....	100.17	100.11

Such redemption in every case shall be effected upon notice given by publication once in each of two separate calendar weeks in an authorized newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty days prior to the redemption date, to the registered owners of such bonds, at their addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of April 15, 1956.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by delivery except while registered as to principal. This Bond may, from time to time, be registered as to principal in the name of the owner on books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, and such registration shall be noted hereon, after which no transfer hereof shall be valid unless made on said books by the registered owner hereof in person or by duly authorized attorney, and

similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; and this Bond may again, from time to time, be registered or discharged from registration in the same manner. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always be payable to bearer and transferable by delivery, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond at the time be registered. Such registration, transfers and discharges from registration shall be without expense to the bearer or registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the bearer or registered owner requesting such registration, transfer or discharge from registration as a condition precedent to the exercise of such privilege.

Coupon Bonds of 1986 Series may be exchanged upon surrender thereof, with all unmatured coupons attached, at either of said agencies of the Company for a fully registered Bond or fully registered Bonds without coupons of the same series, of authorized denominations, for the same aggregate principal amount, bearing interest from the April 15 or October 15 next preceding the date thereof (each fully registered Bond without coupons to be dated as of the time of issue, unless issued on an interest date, in which event it shall be dated as of the day next following such interest date), all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or



otherwise, of incorporators, stockholders, directors or officers being released by every bearer or registered owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

Neither this Bond, nor any of the coupons for interest hereon, shall be entitled to any benefit under the Amended Indenture or any indentures supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of the fifteenth day of April, 1956.

WISCONSIN ELECTRIC POWER COMPANY,

By .....  
Vice President.

Attest:

.....  
Assistant Secretary.

[FORM OF COUPON]

No. .... \$.....

On the fifteenth day of ....., unless the Bond herein mentioned shall have been called for previous redemption and payment thereof duly provided for, Wisconsin Electric Power Company will pay to bearer, on surrender of this coupon

at the agency of the Company in the Borough of Manhattan, The City of New York or at the agency of the Company in the City of Milwaukee, Wisconsin, ..... Dollars in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, being six months' interest then payable on its First Mortgage Bond, 3 $\frac{7}{8}$ % Series due 1986, No. ....

.....  
Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS]

# WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 3 $\frac{7}{8}$ % SERIES DUE 1986

Due April 15, 1986

No. R.....

\$.....

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture hereinafter referred to), for value received, hereby promises to pay to ..... or registered assigns, on the fifteenth day of April, 1986, the sum of ..... Dollars, in any coin or currency of the United States of America, which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the April 15 or October 15 next preceding the date of this Bond at the rate of three and seven-eighths per cent. (3 $\frac{7}{8}$ %) per annum, payable semi-annually, on the fifteenth days of April and October in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall

default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture hereinafter mentioned. Both principal of, and interest on, this Bond are payable at the agency of the Company in the Borough of Manhattan, The City of New York, or at the agency of the Company in the City of Milwaukee, Wisconsin.

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, and May 1, 1952, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture"), to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds

may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986" (herein called "Bonds of 1986 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the Indenture (hereinafter called the "Supplemental Indenture of April 15, 1956"), dated April 15, 1956, executed by the Company to the Trustee.

The Bonds of 1986 Series are subject to redemption (otherwise than for the Sinking Fund provided for in the Supplemental Indenture of April 15, 1956, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity at the option of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of April 15, 1956.

The Bonds of 1986 Series are subject to redemption for said Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date, all subject to the conditions and as more fully set forth in the Supplemental Indenture of April 15, 1956.

If Redeemed During the 12 Months Period Ending April 14	Regular Redemption Price	Special Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1957.....	104.88	101.88
1958.....	104.72	101.85
1959.....	104.56	101.81
1960.....	104.40	101.77

If Redeemed During the 12 Months Period Ending <u>April 14</u>	Regular	Special
	Redemption Price	Redemption Price
	Expressed as Percentages of the Principal Amount of the Bonds	
1961.....	104.23	101.74
1962.....	104.07	101.70
1963.....	103.91	101.65
1964.....	103.75	101.61
1965.....	103.58	101.57
1966.....	103.42	101.52
1967.....	103.26	101.47
1968.....	103.10	101.42
1969.....	102.93	101.37
1970.....	102.77	101.31
1971.....	102.61	101.26
1972.....	102.44	101.20
1973.....	102.28	101.14
1974.....	102.12	101.08
1975.....	101.96	101.01
1976.....	101.79	100.94
1977.....	101.63	100.87
1978.....	101.47	100.80
1979.....	101.31	100.72
1980.....	101.14	100.65
1981.....	100.98	100.56
1982.....	100.82	100.48
1983.....	100.66	100.39
1984.....	100.49	100.30
1985.....	100.33	100.21
1986.....	100.17	100.11

Such redemption in every case shall be effected upon notice given by publication once in each of two separate calendar weeks in an authorized newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York (the first of such publications to be no more than sixty and not less than thirty days before the redemption date), and, if any of the Bonds are registered, similar notice shall be sent by the Company through the mail, postage prepaid, at least thirty days and not more than sixty

days prior to the redemption date, to the registered owners of such Bonds, at their addresses as the same shall appear, if at all, on the transfer register of the Company, all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of April 15, 1956.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like form and series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; or the registered owner of this Bond, at his option, may in like manner surrender the same for cancellation in exchange for the same aggregate principal amount of coupon Bonds of the same series and in authorized denominations, with coupons attached maturing on and after the next ensuing interest date; all upon payment of the charges and subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, past, present or future, of the Company, or of any

predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By.....  
Vice President.

Attest:

.....  
Assistant Secretary.

## [FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein described in the within-mentioned Amended Indenture and Supplemental Indenture of April 15, 1956.

FIRST WISCONSIN TRUST COMPANY,  
Trustee,

By.....  
Authorized Officer.

SECTION 4. Until Bonds of 1986 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1986 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1986 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

## ARTICLE II.

## ISSUE OF BONDS OF 1986 SERIES.

SECTION 1. The principal amount of Bonds of 1986 Series which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. Bonds of 1986 Series for the aggregate principal amount of Thirty million Dollars (\$30,000,000), being the initial issue of Bonds of 1986 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company,



upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

### ARTICLE III.

#### REDEMPTION.

SECTION 1. The Bonds of 1986 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable (otherwise than for the Sinking Fund provided in Article IV hereof, or the Maintenance and Replacement Fund provided in Article IV hereof, and otherwise than pursuant to Section 8 of Article VIII of the Original Indenture except that, in the case of moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture, redemption pursuant to said Section 8 of said Article VIII shall be at the regular redemption prices referred to below), at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, either as a whole or in part by lot, upon payment of the regular redemption prices applicable to the respective periods set forth in the form of Bonds of 1986 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

The Bonds of the 1986 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable through the operation of the Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Original Indenture (otherwise than with moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture), upon payment of the special redemption prices applicable to the respective periods set forth in the form of Bonds of 1986 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

SECTION 2. Subject to the provisions of Article V of the Original Indenture, notice of redemption shall be given by publication once in each of two separate calendar weeks in an

authorized newspaper in the Borough of Manhattan, The City of New York, the first of such publications to be not more than sixty and not less than thirty days prior to the date fixed for redemption, and, if any of the Bonds to be redeemed are registered Bonds or coupon Bonds registered as to principal, similar notice shall be sent by the Company through the mails, postage prepaid, at least thirty days and not more than sixty days prior to the date of redemption, to the registered owners of such Bonds at their addresses as the same shall appear, if at all, on the transfer register of the Company.

#### ARTICLE IV.

##### SINKING FUND AND MAINTENANCE AND REPLACEMENT FUND.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of 1986 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1957 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of 1986 Series, not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1986 Series outstanding at any one time prior to January 1, of such year less (b) the aggregate principal amount of all issued Bonds of 1986 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such deposit.

On or before April 30 of each such year beginning with the year 1957 the Company shall deliver to the Trustee:

An officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1986 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1986 Series retired pursuant to Section 8 of

Article VIII of the Original Indenture prior to the date of such officers' certificate.

Notwithstanding any other provisions of the Original Indenture or this Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on April 30 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of issued Bonds of 1986 Series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the Bonds of 1986 Series.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 1986 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1986 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 1986 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of 1986 Series, direct the Trustee to apply such Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1986 Series or required

for the purchase of Bonds of 1986 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1986 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1986 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select by lot, in any manner determined by the Trustee to be equitable, from the Bonds of 1986 Series, the particular Bonds of 1986 Series or portions thereof to be redeemed, in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution notify the Company of the particular Bonds of 1986 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty thousand Dollars (\$50,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 1986 Series or for the redemption of Bonds of 1986 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of issued Bonds of 1986 Series. In such case the Trustee shall select by lot in any manner determined by the Trustee to be equitable from the Bonds of 1986 Series the particular Bonds of 1986 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 1986 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds of 1986 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be re-issued, and, so long as any Bonds of 1986 Series are outstanding, no Bonds of 1986 Series so delivered to, purchased or redeemed

and cancelled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of the 1986 Series are outstanding, it will provide a Maintenance and Replacement Fund (herein called the Maintenance and Replacement Fund), as follows—

(A) The Company will, so long as any Bonds of the 1976 Series remain outstanding, make the payments or deliver bonds to the Trustee in accordance with and as required by the Maintenance Fund for the Bonds of 1976 Series (Section 2 of Part IV of the Supplemental Indenture of June 1, 1946) and comply with all the covenants and provisions of said Maintenance Fund as set forth in said Section 2 of Part IV;

(B) When no Bonds of 1976 Series remain outstanding, the Company agrees that it will, on or before April 30 in each year, make the payments to the Trustee for the maintenance and replacement requirement as provided in Paragraph (B) of Section 2 of Article IV of the Supplemental Indenture of March 1, 1949, and will comply with all the covenants and provisions with respect to such maintenance and replacement requirement contained in said Section 2, and will be entitled to the privilege of using gross property additions in the manner provided therein when the Bonds of 1976 Series no longer remain outstanding, which covenants and provisions are hereby continued in effect so long as any of the Bonds of 1986 Series are outstanding. Nothing in this Supplemental Indenture shall be deemed to prohibit the withdrawal by the Company, upon compliance with the provisions of Section 1 of Article VIII of the Original Indenture, of any cash deposited with the Trustee under this Paragraph (B).

Any Bonds of 1986 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the Maintenance and Replacement Fund, shall forthwith be cancelled by the Trustee and shall not be reissued.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provisions of this Article:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. The cost of all advertising or publishing and all brokerage charges shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Trustee under Sections 1 or 2 of this Article IV, an amount equal to the amount by which the aggregate principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. No moneys received by the Trustee pursuant to any provision of the Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Sinking Fund or the Maintenance and Replacement Fund provided for in this Article IV.

## ARTICLE V.

### ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any Bonds of 1986 Series are outstanding, the Company will not declare any dividends on its common stock (other than dividends payable solely in shares of its common stock) or make any other distribution upon its common stock, or acquire for value any shares of its common stock

(except in exchange for shares of its common stock), unless, after giving effect to such declaration, distribution or acquisition,

(a) the sum of

(1) all amounts expended by the Company, during the period commencing March 1, 1949 and ending on the last day of the third month preceding the month in which such dividend is paid or in which such distribution or acquisition is made, for maintenance and repairs and included or reflected in its operating expense accounts,

(2) all appropriations from income, or from earned surplus accumulated during such period, made by the Company during such period for depreciation and depletion of its plants or property (but not for amortization of utility plant acquisition adjustments), and

(3) the amount by which (i) the sum of \$2,700,000 plus the net income of the Company during such period applicable to the common stock of the Company exceeds (ii) the total amount disbursed by the Company during such period as dividends on its common stock (other than dividends payable in its common stock) and otherwise distributed on its common stock and expended during such period in acquiring shares of its common stock

shall be equal to or in excess of fifteen per cent. (15%) of the operating revenues of the Company during such period as defined in Section 4 of Article IV of the Supplemental Indenture of March 1, 1949,

and

(b) the sum of

(1) \$2,700,000 and

(2) the net income of the Company during such period applicable to the common stock of the Company

shall be equal to or in excess of the total amount disbursed by the Company during such period as dividends on its com-

mon stock (other than dividends payable in its common stock) and otherwise distributed on its common stock and expended during such period in acquiring shares of its common stock.

Nothing contained herein, however, shall be construed to prevent the Company from charging to earned surplus accumulated prior to March 1, 1949 (1) surplus charges (including, without limiting the generality thereof, surplus charges such as depreciation adjustments, judgments, settlement of claims, taxes and interest thereon) applicable to a period prior to such date, (2) charges for the write-off of unamortized debt discount, premium and expense carried on the books of the Company at February 28, 1949 made pursuant to any rule, regulation, requirement or order of any governmental authority having jurisdiction in the premises, (3) charges for the write-off or write-down, approved by or made pursuant to any rule, regulation, requirement or order of any governmental authority having jurisdiction in the premises, of the amount at which any property of the Company was carried in its plant accounts or in any other accounts as a result of transfer from its utility plant accounts as shown on its books at February 28, 1949, or (4) charges for the write-off of any capital stock expense applicable to the preferred stock of the Company outstanding as at February 28, 1949, or of any commission and expense or any premiums, duplicate interest charges and duplicate dividend requirements which may be incurred in connection with any refinancing of the bonds and preferred stock of the Company outstanding as at February 28, 1949.

SECTION 2. That the Company is lawfully seized and possessed of all of the mortgaged property described in the granting clauses of this Supplemental Indenture; that it has good right and lawful authority to mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of 1986 Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.



## ARTICLE VI.

## ARTICLE IV AND SECTION 1 OF ARTICLE V LIMITED.

The provisions of Article IV and Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 1986 Series are outstanding.

## ARTICLE VII.

## THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

## ARTICLE VIII.

## MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture shall, for all purposes thereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated April 15, 1956, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the fifteenth day of April, One thousand nine hundred and fifty-six.

WISCONSIN ELECTRIC POWER COMPANY,

By

[CORPORATE SEAL]

/s/ G. W. VAN DERZEE  
G. W. VAN DERZEE

Attested:

President.

/s/ JOHN DOCKENDORF  
JOHN DOCKENDORF  
Secretary.

Signed, sealed and delivered by  
WISCONSIN ELECTRIC POWER  
COMPANY in the presence of:

/s/ ROBERT B. FISHER  
ROBERT B. FISHER

/s/ R. J. MATHEWS  
R. J. MATHEWS  
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

By

[CORPORATE SEAL]

/s/ H. G. WINES

H. G. WINES

Attested:

Vice President.

/s/ A. H. BRUNKOW

A. H. BRUNKOW

Secretary.

Signed, sealed and delivered by  
FIRST WISCONSIN TRUST COM-  
PANY in the presence of:

/s/ LARRY H. FALTZ

LARRY H. FALTZ

/s/ M. H. KLUG

M. H. KLUG

As Witnesses.

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE. } SS.:

On this 25th day of April, 1956, before me personally appeared G. W. VAN DERZEE, and JOHN DOCKENDORF, to me personally known, who, being by me severally duly sworn, did say: that G. W. Van Derzee is President and John Dockendorf is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said G. W. Van Derzee and John Dockendorf severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ H. L. COLLINS  
H. L. COLLINS  
Notary Public  
Milwaukee County, Wisconsin  
My Commission expires September 16, 1956  
(Seal of Notary Public)

[SEAL OF NOTARY PUBLIC]

STATE OF WISCONSIN, }  
COUNTY OF MILWAUKEE. } SS.:

On this 25th day of April, 1956, before me personally appeared H. G. WINES and A. H. BRUNKOW, to me personally known, who, being by me severally duly sworn, did say: that H. G. Wines is a Vice President and A. H. Brunkow is Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. G. Wines and A. H. Brunkow severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ RAY L. KOPPLIN  
RAY L. KOPPLIN  
Notary Public  
Milwaukee County, Wisconsin  
My Commission expires on July 13, 1958  
(Seal of Notary Public)

[SEAL OF NOTARY PUBLIC]

This Seventh Supplemental Indenture dated April 15, 1956  
was recorded in the office of the Register of Deeds of the  
Counties listed below, all in the State of Wisconsin, as follows:

County	Date Recorded	Time	Book	Page	Document No.
Calumet	April 25, 1956	2:50 P.M.	76	1	82,381
Dane	April 25, 1956	2:50 P.M.	837	133	916,840
Dodge	April 25, 1956	3:40 P.M.	284	343	449,598
Fond du Lac	April 25, 1956	3:00 P.M.	396	532	140,838
Jefferson	April 25, 1956	2:30 P.M.	256	563	515,598
Kenosha	April 25, 1956	3:45 P.M.	376	290	374,785
Manitowoc	April 25, 1956	3:34 P.M.	280	95	351,038
Milwaukee	April 25, 1956	2:10 P.M.	3688	364	3,486,255
Ozaukee	April 25, 1956	2:05 P.M.	139	346	165,070
Racine	April 25, 1956	1:30 P.M.	590	287	646,454
Rock	April 25, 1956	4:55 P.M.	446	56	575,567
Sheboygan	April 25, 1956	3:00 P.M.	343	557	657,645
Walworth	April 25, 1956	3:00 P.M.	340	276	479,891
Washington	April 25, 1956	2:05 P.M.	170	334	231,703
Waukesha	April 25, 1956	1:45 P.M.	525	264	436,816

(U. S. Documentary Stamps in the amount of \$33,000 were affixed  
to the original Indenture and were duly cancelled on May 1, 1956.)

County	Date Recorded	Time	Book	Page	Document No.	56
Brown	Aug. 26, 1964	2:40 P.M.	669	600	619316	
Outagamie	Aug. 25, 1964	9:00 A.M.	669	311	571692	
Waupaca	Aug. 25, 1964	3:40 P.M.	352	346	299766	